

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

**VFS US LLC
d/b/a VOLVO FINANCIAL SERVICES,
Plaintiff,**

v.

**JAMES BROUGHTON,
Defendant.**

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**No. 3:10-CV-330
(Phillips)**

DEFAULT JUDGMENT

This matter is before the court on the plaintiff's motion for default judgment against defendant [Doc. 7]. Plaintiff seeks to enforce its right against defendant for recovery of deficiency amounts owed by defendant pursuant to a Credit Sales Contract/Security Agreement that defendant executed on February 27, 2008. In support of the motion plaintiff shows that the instant action was filed on July 30, 2010. The complaint was served upon the defendant on August 6, 2010, and no response has been filed within the time allowed by law, nor has defendant sought additional time within which to respond. The clerk of the court entered a default against defendant pursuant to F.R.C.P. 55(a) on September 28, 2010.

Accordingly, the court **GRANTS** plaintiff's motion for default judgment pursuant to Rule 55(b)(2), Federal Rules of Civil Procedure. **IT IS FURTHER ORDERED** that default judgment is hereby entered against defendant James Broughton, and in favor of plaintiff VFS US LLC d/b/a Volvo Financial Services, as follows:

Plaintiff is **AWARDED** the sum of **\$356,909.89** representing the total deficiency amount owed under the Credit Sales Contract/Security Agreement including interest. In addition, plaintiff is **AWARDED** attorney fees and expenses in the amount of **\$7, 011.20** and post judgment interest at the contractual rate of 18% or at the maximum amount allowed under Tennessee law.

Plaintiff shall recover of the defendant James Broughton its costs of action.

Dated at Knoxville, Tennessee, this 6th day of January, 2010.

PATRICIA L. MCNUTT
Clerk of Court

by s/ A. Brush, Deputy Clerk